

OF COUNSEL AGREEMENT

This Agreement is entered into effective March 1, 2017, by and between Larry W. Johnson ("LWJ") and Jauregui & Lindsey, L.L.C. ("J&L").

WHEREAS; LWJ and J&L desire for LWJ to render legal services to J&L on a non-employee basis;

WHEREAS; the parties have reached an agreement on the terms of such affiliation, as set forth herein;

NOW THEREFORE, for and in consideration of the mutual promises expressed below and other good and valuable consideration, the parties do hereby agree as follows.

1. LWJ will not be an employee of J&L.
2. J&L will maintain professional liability (malpractice) insurance for the J&L-related work performed by LWJ pursuant to this Agreement.
3. LWJ's services to J&L will be with regard to default matters including but not limited to handling foreclosures, bankruptcies, evictions and litigation matters. For such services LWJ will be paid 1/3 of the foreclosure fee on any GA or TN foreclosure matter, plus \$100.00 if LWJ cries the foreclosure sale, and the parties will negotiate any other fees in good faith whenever the need arises.
4. J&L does not guarantee a minimum of work and reserves the right to adjust the workload for any reason.
5. LWJ will advise J&L of his availability on a weekly basis.
6. LWJ will pay his own annual Bar Dues and ensure that he meets all requirements (i.e. mandatory CLE) for continued membership in such bars "in good standing".

7. LWJ will not be eligible for any benefits offered by J&L to its employees.
8. This Agreement may be terminated with or without cause by either party on thirty (30) days written notice. The Agreement will remain in full force and effect during the notice period.
9. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of all of the parties hereto.
10. Each party herein acknowledges having had the opportunity to participate in the drafting of this Agreement and attendant documentation, to obtain independent legal advice prior to executing the Agreement and attendant documentation, and to review this Agreement and attendant documentation in advance of its execution.
11. This Agreement shall be governed by and construed under the laws of the State of Georgia of the United States of America.
12. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.
13. This Agreement contains the entire agreement among the parties hereto and no representations, oral or otherwise, among the parties hereto shall be of any force and effect.

14. The parties hereto have read this Agreement and understand all of its terms, and each executes it voluntarily and with full consideration of its significance, and each person signing this Agreement on behalf of the parties is authorized to execute the Agreement and the parties are bound by such signatures.

15. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, executors, administrators, legal representatives, successors, and assigns.

16. This Agreement may be executed in several counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties do hereby bind themselves by their signatures below.



LARRY W. JOHNSON

JAUREGUI & LINDSEY, L.L.C

By: _____

Name: _____

Title: _____

I/Of Counsel Agreement Lindsey